



00102086201500027540030038

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



After recording return to:
City of Newport
169 SW Coast Highway
Newport, OR 97365

CITY OF NEWPORT, OREGON SHARED-USE PATHWAY PUBLIC ACCESS EASEMENT

Oregon Museum of Science and Industry ("OMSI"), hereinafter referred to as "Grantor", owns the real property described below and illustrated on the schematic drawing attached as Exhibit A, and does hereby give and grant unto the City of Newport, an Oregon Municipal Corporation of Lincoln County, Oregon, hereinafter referred to as "Grantee", a perpetual easement for public access, including the right to lay, construct, and maintain a ten (10) foot wide paved, shared-use path, pathway lighting, and all related appurtenances, hereinafter referred to as "Shared-Use Pathway", to be constructed and located on, across, under or over the surface of the following described real property:

Refer to Plat of Sunset Dunes
Recorded December 24, 2014 with Instrument No. 2014-11322

Beginning at the 5/8 inch iron rod at the southeast corner of lot 12, plat of "30th Street Townhouses", recorded in book 18, page 29, Lincoln County Plat Records; Thence north 00°01'10" west to the southerly right of way of SW 30th Street, a distance of 99.92 feet to a 5/8 inch iron rod; Thence 89°51'23" east, along said southerly right of way to the easterly right of way of SW Brant Street, a distance of 30.00 feet to a 5/8 inch iron rod; Thence N 89°46'52", along southerly right of way of SW 30th Street, a distance of 272.54; Thence continuing along the arc of a 30.0 foot radius curve right (the long cord of which bears S 43°55'00" E, 43.38'), a distance of 48.48 feet; This being the initial point for easement.

At the initial point; Thence S 02°23'22" W along westerly right of way for SW Abalone Street, a distance of 674.72 feet; Thence N 87°36'38.45" W, a distance of 15 feet; Thence N 02°23'22" E, a distance of 674.72 feet; Thence S 87°36'38.45" E, a distance of 15 feet to initial point.

This is intended to exclude all other below-surface installations, except as may be specifically-approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

City and its contractors, subcontractors, agents or employees shall have the right to enter and occupy the easement for the purpose of constructing the Shared-Use Pathway, to permanently operate and maintain the Shared-Use Pathway, and to inspect, repair, replace, remove or

renovate the Shared-Use Pathway.

Grantor shall have the right, but not any obligation, to plant landscaping adjacent to the hardscape pathway in the Shared-Use Pathway easement. If Grantor chooses to plant landscaping within the Shared-Use Pathway easement, then Grantor accepts responsibility for maintaining such landscaping. Grantor agrees not to plant any tree, shrub or plant within the Shared-Use Pathway easement, nor build any structure or place any fence in the easement without first obtaining written permission from City, which shall not be unreasonably withheld, conditioned or delayed. Balm, poplar, locust, cottonwood or willow trees should not be planted near the Shared-Use Pathway easement. It is understood that City may remove any physical obstructions including buildings, fences, trees, or shrubbery, and abate any maintenance of the easement by Grantor if City finds that the physical obstruction or use will interfere with the Shared-Use Pathway or City's easement rights granted above, without recompense to the Grantor.

Grantor and City intend that this easement bind Grantor, his or her heirs, successors and assigns. This easement will not be considered abandoned until City has declared the easement abandoned and no longer in use by City, and releases this easement in a duly executed and recorded Release of Easement.

In addition to all other remedies allowed by law, Grantee, its successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this easement against Grantor. If Grantee is required to bring suit or action to enforce the terms of this easement, Grantee shall be entitled to recover from Grantor such sums that the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

The true and actual consideration for this easement is other than monetary.

DATED this 5 day of February, 2015.

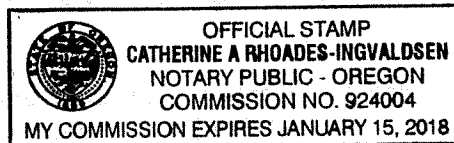
Nancy Stueber
Owner

STATE OF OREGON)

County of Lincoln

} ss

Personally appeared before me this 5 day of February, 2015 the above named Nancy Stueber.



Catherine A. Rhoades-Ingvaldsen
Notary Public for Oregon

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ACCEPTANCE OF EASEMENT

The City of Newport, Oregon, does hereby accept the above-described Public Utility Easement this 9 day of February, 2015.



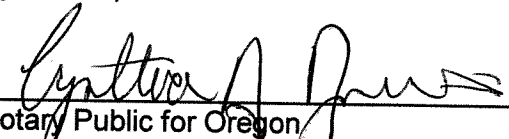
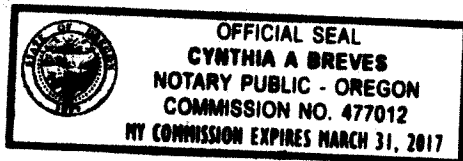
Spencer R. Nebel, City Manager

STATE OF OREGON)

County of Lincoln)

) ss:
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This instrument was acknowledged before me on the 9 day of February, 2015 by Spencer R. Nebel as City Manager of the City of Newport.


Notary Public for Oregon

